

PREDETERMINATION SETTLEMENT AGREEMENT

CP# 09-13-64840

HUD# 07-14-0018-8

PARTIES TO THE SETTLEMENT AGREEMENT:

RESPONDENTS

TOWN SQUARE RESIDENTIAL COOPERATIVE

8550 Harbach Blvd.

Clive, Iowa 50325

GLACIER PROPERTIES

1925 NW 86th Street

Clive, Iowa 50325

SCOTT COWLEY

Town Square Apartments

930 School Street - Office

Des Moines, Iowa 50309

NEVA HERNDON

Town Square Apartments

930 School Street - Office

Des Moines, Iowa 50309

COMPLAINANT

GARFIELD M. COLLIER

930 School Street Apartment 63

Des Moines, Iowa 50309

and

IOWA CIVIL RIGHTS COMMISSION

400 East 14th Street

Des Moines, Iowa 50319

Description of the Parties: Complainant alleged Respondents failed to make reasonable accommodations for his disability when they refused to assign him a reserved parking spot close to his rental unit. Complainant alleged this refusal resulted in different terms and conditions of rental based on disability. Respondents own or manage the subject property, a 144-unit apartment complex, located at 930 School Street, Apartment 63, Des Moines, Iowa 50309.

A complaint having been filed by Complainant against Respondents with the Commission under Iowa Code Chapter 216 and there having been a preliminary inquiry, the parties do hereby agree and settle the above-captioned matter in the following extent and manner:

Acknowledgment of Fair Housing Laws

1. Respondents agree there shall be no discrimination, harassment, or retaliation of any kind against Complainant or any other person for filing a charge under the “Iowa Civil Rights Act of 1965” (ICRA); or because of giving testimony or assistance, or participating in any manner in any investigation, proceeding or hearing under the ICRA; or because of lawful opposition to any practice forbidden by the ICRA. Iowa Code § 216.11(2).

2. Respondents acknowledge the FHA and ICRA make it unlawful to refuse to make reasonable accommodations in rules, policies, practices, or services, when the accommodations are necessary to afford the person equal opportunity to use and enjoy a dwelling. 42 U.S.C. 3604(f)(3)(b); Iowa Code § 216.8A(3)(c)(2).

3. Respondents acknowledge the FHA and ICRA make it unlawful to discriminate against another person in the terms, conditions, or privileges of sale or rental of a dwelling or in the provision of services or facilities in connection with the dwelling because of a disability. 42 U.S.C. 3604(f)(2)(a); Iowa Code § 216.8A(3)(b)(1).

4. Respondents acknowledge their obligation under the FHA and ICRA to allow a reasonable accommodation when necessary to permit an individual with a disability equal opportunity to use and enjoy a dwelling.

Respondents acknowledge they will consider each citizen’s situation and accommodation request individually to determine if the requested accommodation is reasonable. The parties acknowledge that if the disability is not known or obvious, Respondents may make a reasonable inquiry and request documentation from a health care provider that verifies the tenant/prospective tenant’s disability, without seeking or collecting information regarding the nature of the disability. In addition, Respondents may make reasonable inquiry and request documentation from a health care provider that verifies the tenant or prospective tenant’s need for the accommodation, i.e., the relationship between the person’s disability and the need for the requested accommodation.

Respondents acknowledge a request for a reasonable accommodation can be denied if it would impose an “undue financial and administrative burden” or it would “fundamentally alter the nature of the provider’s operations.” “The determination of undue financial and administrative burden must be made on a case-by-case basis involving various factors, such as the cost of the requested accommodation, the financial resources of the provider, the benefits that the accommodation would provide to the requester, and the availability of alternative accommodations that would effectively meet the requester’s disability-related needs.” Joint Statement of the Department of Housing and Urban Development and the Department of Justice: Reasonable Accommodations under the Fair Housing Act, May 17, 2004.

Voluntary and Full Settlement

5. The parties acknowledge this Predetermination Settlement Agreement is a voluntary and full settlement of the disputed complaint. The parties affirm they have read and fully understand the terms set forth herein. No party has been coerced, intimidated, threatened or in any way forced to become a party to this Agreement.

6. The parties enter into this Agreement in a good faith effort to amicably resolve existing disputes. The execution of this Agreement is not an admission of any wrongdoing or violation of law. Nor is the execution of this Agreement an admission by Complainant that any claims asserted in her complaint are not fully meritorious.

7. The parties agree the execution of this Agreement may be accomplished by separate counterpart executions of this Agreement. The parties agree the original executed signature pages will be attached to the body of this Agreement to constitute one document.

8. Respondents agree the Commission may review compliance with this Agreement. And as part of such review, Respondents agree the Commission may examine witnesses, collect documents, or require written reports, all of which will be conducted in a reasonable manner by the Commission.

Disclosure

9. Because, pursuant to Iowa Code § 216.15A(2)(d), the Commission has not determined that disclosure is not necessary to further the purposes of the ICRA relating to unfair or discriminatory practices in housing or real estate, this Agreement is a public record and subject to public disclosure in accordance with Iowa's Public Records Law, Iowa Code Chapter 22. See Iowa Code §22.13.

Release

10. Complainant hereby waives, releases, and covenants not to sue Respondents with respect to any matters which were, or might have been alleged as charges filed with the Iowa Civil Rights Commission, the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, or any other anti-discrimination agency, and with regard to any and all other matters, subject to performance by Respondents of the promises and representations contained herein. Complainant agrees any complaint filed with any other anti-discrimination agency, including the Office of Fair Housing and Equal Opportunity, Department of Housing and Urban Development, which involves the issues in this complaint, shall be closed as Satisfactorily Adjusted.

Fair Housing Training

11. Respondents agree Scott Cowley and Neva Herndon will receive training on the requirements of State and Federal Fair Housing Laws within 90 days of their receipt of a Closing Letter from the Commission. The training will address all aspects of fair housing law, but will emphasize the law regarding how to handle requests for reasonable accommodations from individuals with a disability and laws prohibiting retaliation. The training shall be conducted by a qualified person, approved by the Commission or the U.S. Department of Housing and Urban Development.

Respondents also agree to send documentation to the Commission, verifying the fair housing training has been completed, within ten (10) days of completing the training.

New Policy and Practice

12. For all residential rental properties owned and managed, now and in the future, Respondents agree, within thirty (30) days of the execution of this Settlement Agreement, to adopt and implement specific, uniform, and objective written standards and staff guidelines for receiving and handling

requests for parking for persons with disabilities. The staff guidelines will be in a form substantially equivalent to Attachment 1.

Respondents shall create the following forms (substantially equivalent to Attachment 2 and 3):

- “Request for Parking for Persons with Disabilities Request” (Attachment 2)
- “Approval or Denial” (Attachment 3)

Within thirty (30) days of receiving a Closing Letter from the Commission, Respondents agree to submit a written report to the Commission, verifying the written standards, staff guidelines and said forms have been adopted.

Relief for Complainant

13. Respondents agree to release Complainant from the terms of his rental agreement effective December 5, 2013. Respondents agree to waive Complainant’s \$580 rent balance owed for November 2013 and \$93.55 prorated rent due for December 1, 2013 through December 5, 2013. In addition, Respondents agree to waive a \$40 late fee owed by Complainant for October 2013 rent, and a \$40 late fee owed for November 2013 rent. Respondents will also waive the \$25 bounced check fee for Complainant’s November 2013 bounced rental check.

Respondents agree to consider Complainant’s departure as a mutually agreed-upon termination of tenancy. Respondents agree not to seek any monies from Complainant for terminating his rental agreement.

Respondents agree all tenant rules, regulations and lease agreements will be enforced fairly and without discrimination or retaliation. Complainant agrees to follow the terms of his lease agreement and all Respondents’ rules and regulations.

Once Complainant has vacated Apartment 63, Respondents agree to do a check-out of Apartment 63, with Complainant and his representative present, to confirm that it has been turned over to

Respondents in good condition and without damage; normal wear and tear excepted. Respondents agree Complainant will not be held financially responsible for the broken vertical blind to his sliding door.

Respondents agree to follow the provisions of Iowa Code § 562A.12 regarding the disposition of Complainant's \$99 security deposit tendered to them pursuant to their lease agreement.

Within ten (10) business days of dispersing the rental deposit monies, Respondents agree to submit a written report to the Commission, detailing any charges deducted for rent balance, cleaning or damage to apartment 63.

14. Respondents agree to pay Complainant \$500, without any deductions. Respondents will pay the settlement monies to Complainant in person on November 25, 2013 as long as Complainant signs and returns this settlement Agreement by Friday, November 22, 2013.

Respondents also agree to send a copy of the settlement check to the Commission within ten (10) days of issuing the check.

Reporting and Record Keeping

15. Respondent shall forward to the Commission objective evidence of the successful completion of training, in the form of a Certificate or a letter from the entity conducting the training, within ten (10) days of the completion of the training, as evidence of compliance with Term 11 of this Agreement.

16. Respondent shall forward to the Commission a copy of their staff guidelines and said forms, within thirty (30) days of the execution of this Agreement, as evidence of compliance with Term 12 of this Agreement.

17. Within ten (10) business days of dispersing Complainant's rental deposit monies, Respondents agree to submit a written report to the Commission, detailing any charges deducted for cleaning or damage to apartment 8, as evidence of compliance with Term 13 of this Agreement.

18. Respondents agree to send a copy of the settlement check to the Commission within ten (10) days of issuing the check as evidence of compliance with Term 14 of this Agreement.

All required documentation of compliance must be submitted to:

Don Grove, Supervisor of Housing Investigations

Grimes State Office Building

400 East 14th Street,

Des Moines, Iowa 50319

Town Square Residential Cooperative, RESPONDENT

Date

Glacier Properties, RESPONDENT

Date

Scott Cowley, RESPONDENT

Date

Neva Herndon, RESPONDENT

Date

Garfield M. Collier, COMPLAINANT

Date

Beth Townsend, DIRECTOR

Date

IOWA CIVIL RIGHTS COMMISSION

SAMPLE POLICY ON PARKING FOR PERSONS WITH DISABILITIES

STAFF GUIDELINES

At _____, it is our duty as a landlord/housing provider to accommodate persons with disabilities so they are able to fully use and enjoy the dwelling. This means it is our duty to ensure a “persons with disabilities parking space” is allotted to them, or other suitable parking is available.

Parking for Persons with Disabilities

Please keep in mind: Though we already have parking spaces allocated for visitors and tenants as well as assigned parking for those persons with disabilities, instances may arise where more accessible parking for persons with disabilities is necessary.

By requesting more suitable parking, a person with a disability is requesting what the law calls a reasonable accommodation and it is our duty to make that accommodation. As long as reasonable and necessary, an accommodation could include, but not be limited to, the following:

- Designating additional accessible parking
- Enforcing the designated parking spaces to ensure persons with disabilities have access to those spaces
- Designating a spot with the shortest accessible pedestrian route into the dwelling
- Not charging an extra fee for the designated parking

In order for an accommodation to be made:

- Please request tenant provide proof of need for persons with disabilities parking space.

Sufficient proof includes any one of the following:

- o Registration plates
- o Parking sticker
- o DOT windshield placard

(**The precluding three permits are issued by the state once a person has shown by sufficient means they are in need of persons with disabilities parking.)

If a request is made for additional persons with disabilities parking:

- Tenant must fill out “Persons with Disabilities Parking Request Form”
- Inform applicant a denial/approval of their request will be issued to them within two weeks

The laws in Iowa regarding the dimensions of persons with disabilities parking space is in accordance with national standards. For proper width of space as well as access aisle dimensions, please refer to Iowa Code § 321L.5 (2). For proper signage, which properly indicates a persons with disabilities parking space, please refer to 661 Iowa Admin. Code §18.5.

Parking for Persons with Disabilities Request Form

Date: _____

Name of person requesting accessible parking: _____

****If requesting the accessible parking for someone living with you, please indicate your name [above] and indicate on the following line the name of the person you are making the request for:**

Address: _____

Telephone # of Person Requiring Request: (____) _____

I request the following reasonable accommodation be made in regards to "Parking for Persons with Disabilities" [examples below] so that I or the person/persons living with me can equally use and enjoy the dwelling:

Examples of reasonable accommodations include, but are not limited to:

- Designating additional accessible parking
- Enforcing the designated parking spaces to ensure persons with disabilities have access to those spaces
- Designating a spot with the shortest accessible pedestrian route into the dwelling

I am requesting the above reasonable accommodation be made regarding persons with disabilities parking because:

Applicant, please check the following that apply. I have provided the following parking for persons with disabilities permit in the form of:

- ☐ Persons with disabilities registration plates
- ☐ Persons with disabilities parking sticker
- ☐ Removable windshield placard

Please note, your request will be reviewed and a response issued to you within two weeks. Additional information may be requested before an approval can be issued.

Applicant/Tenant Signature: _____

Parking for Persons with Disabilities

Request by Telephone Form

Date: _____

Name of employee filling out request: _____

Name of tenant requesting persons with disabilities parking accommodation:

Address: _____

Telephone: (____) _____

Applicant request the following reasonable accommodation be made in regards to "Parking for Persons with Disabilities" [examples below] so that he/she or the person/persons living with them can equally use and enjoy the dwelling:

Examples of reasonable accommodations include, but are not limited to:

- Designating additional accessible parking
- Enforcing the designated parking spaces to ensure persons with disabilities have access to those spaces
- Designating a spot with the shortest accessible pedestrian route into the dwelling

Applicant is requesting the above reasonable accommodation be made regarding persons with disabilities parking because:

Ask the applicant which of the following information they can provide and inform them its best they submit the information as soon as possible to ensure a timely review of the request:

- ☐ Persons with disabilities registration plates
- ☐ Persons with disabilities parking sticker
- ☐ Removable windshield placard

Employee please note: Inform applicant their request will be reviewed and a response issued within two weeks. Additional information may be requested before an approval can be issued.

Signature of employee filling out request: _____

Parking for Persons with Disabilities Request

Approval/Denial Form

Name of person requesting accessible parking: _____

Address: _____

Telephone: (____) _____

Approved/Denied by: _____

Title: _____

Telephone: (____) _____

After reviewing your request, we have decided to:

☐ Approve your request

☐ Deny your request

If approved; a persons with disabilities parking space will be designated _____:

(date)

Please note: the laws in Iowa regarding the dimensions of persons with disabilities parking space is in accordance with national standards. For proper width of space as well as access aisle dimensions, please refer to Iowa Code § 321L.5 (2). For proper signage, which properly indicates a persons with disabilities parking space, please refer to 661 Iowa Admin. Code §18.5.

If denied; it was for the following reasons:

☐ No valid persons with disabilities permit

☐ Other:

Signature: _____ Date: _____